

Senate File 252 - Introduced

SENATE FILE 252

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A BILL FOR

1 An Act relating to mobile homes and manufactured homes by
2 making changes to certain residential landlord and tenant
3 laws, requiring disclosures during the sale of manufactured
4 and mobile homes, amending provisions relating to forcible
5 entry and detainer actions, providing penalties, and
6 including applicability provisions.

7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 103A.55, subsection 1, Code 2011, is
2 amended by adding the following new paragraph:

3 NEW PARAGRAPH. *h.* Failing to provide the purchaser with the
4 disclosure statement in compliance with section 558.72.

5 Sec. 2. Section 321.49, subsection 3, Code 2011, is amended
6 to read as follows:

7 3. A manufactured or mobile home retailer who acquires
8 a used mobile home or manufactured home, titled in Iowa, and
9 who does not apply for and obtain a certificate of title
10 from the county treasurer of the manufactured or mobile home
11 retailer's county of residence within thirty days of the date
12 of acquisition, as required under section 321.45, subsection
13 4, is subject to a penalty of ~~ten~~ five hundred dollars. A
14 certificate of title shall not be issued to the manufactured or
15 mobile home retailer until the penalty is paid.

16 Sec. 3. NEW SECTION. **558.72 Disclosure statement required**
17 **for manufactured and mobile home sales.**

18 1. Prior to the sale of a manufactured or mobile home,
19 the seller shall deliver a written disclosure statement, on
20 a form prescribed by the attorney general, to the purchaser
21 that clearly sets forth certain information, including but not
22 limited to the following information:

23 *a.* If the manufactured or mobile home and any real
24 estate that is part of the sale has been separately assessed
25 for property tax purposes, the current assessed value, if
26 applicable, and the most recent property tax amount due and
27 payable for the manufactured or mobile home and the real
28 estate, if applicable.

29 *b.* A complete description of any property taxes due and
30 payable on the manufactured or mobile home or real estate
31 and a complete description of any special assessment on the
32 manufactured or mobile home and the real estate and the term of
33 the assessment, including information on whether any property
34 taxes or special assessments are delinquent and whether any
35 tax sale certificates have been issued for delinquent property

1 taxes or special assessments on the real estate.

2 *c.* A complete description of any mortgages or other liens
3 encumbering or secured by the manufactured or mobile home or
4 the real estate, including the identity and address of the
5 current owner of record with respect to each such mortgage or
6 lien, as well as a description of the total outstanding balance
7 and due date under any such mortgage or lien.

8 *d.* A complete schedule for all payments to be made pursuant
9 to the sales contract, if applicable, which schedule shall
10 include information on the portion of each payment to be
11 applied to principal and the portion to be applied to interest.

12 *e.* If the applicable sales contract requires a balloon
13 payment, a complete description of the balloon payment,
14 including the date the payment is due, the amount of the
15 balloon payment, and other terms related to the balloon
16 payment. For purposes of this paragraph, a "*balloon payment*" is
17 any scheduled payment that is more than twice as large as the
18 average of earlier scheduled payments.

19 *f.* The annual percentage rate of interest to be charged
20 under the sales contract, if applicable.

21 *g.* A statement that the purchaser has a right to seek
22 independent legal counsel concerning the sale and any
23 applicable sales contract, and any matters pertaining to such
24 contract.

25 *h.* A statement that the purchaser has a right to receive a
26 true and complete copy of any applicable sales contract after
27 it has been executed by all parties to the contract.

28 *i.* The mailing address of each party to the sale or
29 applicable sales contract.

30 *j.* If the contract is an installment sales contract and is
31 subject to forfeiture, a statement that if the purchaser does
32 not comply with the terms of the contract, the purchaser may
33 lose all rights in the manufactured or mobile home, any real
34 estate that is part of the contract, and all sums paid under
35 the contract.

1 2. *a.* If the sale of the manufactured or mobile home
2 involves an installment sales contract, the contract seller
3 shall, after the contract has been executed by all parties,
4 mail a true and correct copy of the contract by regular
5 first-class mail to the last known address of each contract
6 purchaser. However, this requirement is satisfied as to any
7 purchaser who acknowledges in writing that the purchaser
8 has received a true and correct copy of the fully executed
9 contract.

10 *b.* This subsection applies to installment sales contracts
11 involving a contract seller who entered into four or more
12 contracts for the sale of manufactured or mobile homes in the
13 three hundred sixty-five days previous to the contract seller
14 signing the contract disclosure statement. For purposes of
15 this subsection, two or more entities sharing a common owner or
16 manager are considered a single contract seller.

17 3. The seller and the purchaser shall sign and date the
18 disclosure statement required under this section and the seller
19 shall provide the purchaser a copy of the disclosure statement
20 immediately following receipt of the purchaser's signature.

21 4. In addition to the rights provided under section 558.73,
22 a purchaser under this section shall have all applicable rights
23 provided under section 558.71 as if such purchaser was a
24 purchaser under section 558.70, and all references in section
25 558.71 to "*real estate*" shall be construed to include the
26 manufactured or mobile home that is subject to the installment
27 sales contract.

28 5. This section does not apply to a person or organization
29 listed in section 535B.2, subsections 1 through 6.

30 6. This section shall not limit or abridge any duty,
31 requirement, obligation, or liability for disclosure created
32 by any other provision of law, or under a contract between the
33 parties.

34 7. A violation of this section by a seller is an unlawful
35 practice pursuant to section 714.16.

1 8. For purposes of this section and section 558.73, "sale"
2 includes conveyance, transfer, exchange, or barter, conditional
3 or otherwise, in any manner or by any means, and at any time,
4 for consideration.

5 Sec. 4. NEW SECTION. 558.73 Contract for sale of
6 manufactured or mobile home — failure to deliver title —
7 remedy.

8 1. If the seller of a manufactured or mobile home fails to
9 deliver a certificate of title duly assigned to the purchaser
10 of the manufactured or mobile home or if the seller, in
11 an installment sales contract, fails to deliver a copy of
12 the seller's certificate of title to the purchaser of the
13 manufactured or mobile home within thirty days following
14 execution of the contract, the purchaser may within two years
15 of the execution of the contract bring an equitable action in
16 the district court of record where the real estate is located
17 to obtain relief as follows:

18 a. The court may rescind a contract that remains in
19 existence at the time the action is commenced and award
20 restitution to the purchaser determined in accordance with the
21 standards for damages specified in paragraph "b".

22 b. If the contract has been terminated by any means prior to
23 commencement of the action, the purchaser may recover a money
24 judgment against the seller for a sum equal to all amounts the
25 purchaser paid to the seller, plus the reasonable value of any
26 improvements to the manufactured or mobile home made by the
27 purchaser, plus any other proximately caused or incidental
28 damages, less the fair rental value of the manufactured
29 or mobile home for the period of time the purchaser was
30 in possession of the manufactured or mobile home. For the
31 purposes of this paragraph, the fair rental value of the
32 manufactured or mobile home shall be based on the fair rental
33 value as of the date the contract was executed by all parties
34 to the contract.

35 2. An order of rescision or a money judgment awarded shall

1 not affect any rights or responsibilities arising from any
2 conveyance or encumbrance made by either the purchaser or the
3 seller prior to the filing of a lis pendens in the action in
4 which such relief is sought, unless it is established by clear
5 and convincing evidence that the recipient of such conveyance
6 or encumbrance had prior knowledge that the contract was
7 executed in violation of the requirements of section 558.72.

8 3. In an action in which a purchaser obtains relief under
9 this section, the court shall also award to such purchaser the
10 costs of the action and to the purchaser's attorney reasonable
11 attorney fees incurred in bringing the action.

12 Sec. 5. Section 562B.4, Code 2011, is amended by adding the
13 following new subsection:

14 NEW SUBSECTION. 3. A violation by a landlord of any
15 applicable requirement of division I, II, or IV of this chapter
16 is an unlawful practice pursuant to section 714.16.

17 Sec. 6. Section 562B.10, subsection 4, Code 2011, is amended
18 to read as follows:

19 4. a. Rental agreements shall be for a term of at least
20 one year unless otherwise specified in the rental agreement.
21 Rental agreements shall be canceled by at least sixty days'
22 written notice given by either party. A notice to cancel
23 under this subsection initiated by a landlord shall be for
24 good cause. A landlord shall not, however, cancel a rental
25 agreement for good cause unless the tenant is provided notice
26 of the specific reason of the termination and is allowed
27 fourteen days to remedy the violation or noncompliance. A
28 landlord shall not cancel a rental agreement solely for the
29 purpose of making the tenant's mobile home space available for
30 another mobile home.

31 b. For purposes of this subsection, "good cause" means
32 violation of this chapter by the tenant, a legitimate business
33 reason the impact of which is not specific to one tenant,
34 a material violation of the manufactured home community or
35 mobile home park rules or regulations, a change in the use

1 of the land if change in use of the land is included in the
2 rental agreement as a ground for termination, or material
3 noncompliance with the rental agreement by the tenant.

4 Sec. 7. Section 562B.13, subsection 8, Code 2011, is amended
5 to read as follows:

6 8. The ~~bad-faith~~ bad-faith retention of a deposit by a
7 landlord, or any portion of the rental deposit, in violation of
8 this section shall subject the landlord to punitive damages of
9 not to exceed two less than five hundred dollars in addition
10 to actual damages to be awarded to the tenant and reasonable
11 attorney fees to be awarded to the tenant's attorney.

12 Sec. 8. Section 562B.14, subsection 6, Code 2011, is amended
13 by striking the subsection and inserting in lieu thereof the
14 following:

15 6. The landlord or any person authorized to enter into
16 a rental agreement on the landlord's behalf shall before the
17 rental agreement is executed provide a copy of the rules or
18 regulations of the manufactured home community or mobile home
19 park adopted under section 562B.19 and provide a written
20 disclosure statement to the prospective tenant that provides an
21 explanation of all of the following:

22 a. Utility rates, charges and services, unless the utility
23 charges are paid by the tenant directly to the utility company.

24 b. Any fee or amount required to be paid by the tenant to
25 the landlord or to a third party as a condition of the rental
26 agreement.

27 c. Rights of the tenant to enforce any right or obligation
28 declared by this chapter under section 562B.4, subsection 2.

29 d. Rental agreement provisions that are prohibited under
30 section 562B.11.

31 e. Reasons for which the landlord may withhold amounts from
32 the rental deposit under section 562B.13, subsection 3.

33 f. Duties of the landlord under section 562B.16.

34 g. Remedies available to the tenant under sections 562B.22,
35 562B.23, and 562B.24, and section 562B.31, subsection 2.

1 Sec. 9. Section 562B.19, subsection 3, paragraph d, Code
2 2011, is amended to read as follows:

3 *d.* Exact a commission or fee with respect to the price
4 realized by the tenant selling the tenant's mobile home, ~~unless~~
5 ~~the manufactured home community or park owner or operator has~~
6 ~~acted as agent for the mobile home owner pursuant to a written~~
7 ~~agreement.~~

8 Sec. 10. Section 562B.19, subsection 3, Code 2011, is
9 amended by adding the following new paragraph:

10 NEW PARAGRAPH. *g.* Act as an agent for the mobile home owner
11 who is a tenant during the sale of a mobile home.

12 Sec. 11. Section 562B.22, subsection 2, Code 2011, is
13 amended to read as follows:

14 2. Except as provided in this chapter, the tenant may
15 recover damages, and obtain injunctive relief for any
16 noncompliance by the landlord with the rental agreement or with
17 section 562B.16. The tenant may also be awarded court costs
18 and the tenant's attorney may be awarded attorney fees.

19 Sec. 12. Section 562B.22, Code 2011, is amended by adding
20 the following new subsection:

21 NEW SUBSECTION. 4. In addition to other remedies under this
22 chapter, if there is a noncompliance with the rental agreement
23 or noncompliance with section 562B.16 materially affecting
24 health and safety, the tenant may deliver written notice to
25 the landlord specifying the acts or omissions constituting the
26 breach and if the breach is not remedied in fourteen days,
27 procure items or services to remedy the noncompliance during
28 the period of the landlord's breach and deduct their actual and
29 reasonable cost from the rent.

30 Sec. 13. Section 562B.23, subsection 1, paragraph b, Code
31 2011, is amended to read as follows:

32 *b.* Demand performance of the rental agreement by the
33 landlord and, if the tenant elects, maintain an action for
34 possession of the mobile home space against the landlord and
35 recover the damages sustained by the tenant plus reasonable

1 attorney fees to be paid to the tenant's attorney and court
2 costs to be paid to the tenant.

3 Sec. 14. Section 562B.24, Code 2011, is amended to read as
4 follows:

5 **562B.24 Tenant's remedies for landlord's unlawful ouster,**
6 **exclusion, or diminution of services.**

7 If the landlord unlawfully removes or excludes the tenant
8 from the manufactured home community or mobile home park or
9 willfully diminishes services to the tenant by interrupting
10 or causing the interruption of electric, gas, water, or
11 other essential service to the tenant, the tenant may recover
12 possession, require the restoration of essential services, or
13 terminate the rental agreement and, in ~~either~~ any such case,
14 recover an amount not to exceed two months' periodic rent
15 and twice the actual damages sustained by the tenant, plus
16 reasonable attorney fees to be awarded to the tenant's attorney
17 and court costs to be awarded to the tenant.

18 Sec. 15. Section 562B.25, subsection 2, Code 2011, is
19 amended to read as follows:

20 2. If rent is unpaid when due and the tenant fails to pay
21 rent within ~~three~~ thirty days after written notice by the
22 landlord of nonpayment and of the landlord's intention to
23 terminate the rental agreement if the rent is not paid within
24 that period of time, the landlord may terminate the rental
25 agreement.

26 Sec. 16. Section 562B.27, subsection 1, Code 2011, is
27 amended to read as follows:

28 1. A tenant is considered to have abandoned a mobile home
29 when the tenant has been absent from the mobile home without
30 reasonable explanation for thirty days or more during which
31 time there is either a default of rent ~~three~~ thirty days after
32 rent is due, or the rental agreement is terminated pursuant to
33 section 562B.25. A tenant's return to the mobile home does
34 not change its status as abandoned unless the tenant pays to
35 the landlord all costs incurred for the mobile home space,

1 including costs of removal, storage, notice, attorney fees, and
2 all rent and utilities due and owing.

3 Sec. 17. Section 562B.27, subsection 2, paragraph a, Code
4 2011, is amended to read as follows:

5 a. If a tenant abandons a mobile home on a mobile home
6 space, the landlord shall notify the mobile home owner or other
7 claimant of the mobile home and communicate to that person that
8 the person is liable for any costs incurred for the mobile home
9 space, including rent and utilities due and owing. A claimant
10 includes a holder of a lien as defined in section 555B.2.
11 However, the person is only liable for costs incurred ninety
12 days before the landlord's communication. After the landlord's
13 communication, costs for which liability is incurred shall then
14 become the responsibility of the mobile home owner or other
15 claimant of the mobile home. The mobile home ~~shall not~~ may be
16 removed from the mobile home space ~~without a signed written~~
17 ~~agreement from the landlord showing clearance for removal,~~
18 ~~and that all debts are paid in full, or an agreement reached~~
19 ~~with the~~ by the mobile home owner or other claimant ~~and the~~
20 ~~landlord~~ prior to disposal or removal of the mobile home under
21 chapter 555B, unless otherwise prohibited under chapter 648.
22 Removal of the mobile home shall not, however, affect any claim
23 for amounts due or owing to the landlord, tenant, or other
24 claimant.

25 Sec. 18. Section 562B.31, subsection 2, Code 2011, is
26 amended to read as follows:

27 2. If the landlord makes an unlawful entry or a lawful entry
28 to the mobile home space in an unreasonable manner or makes
29 repeated demands for entry otherwise lawful but which have
30 the effect of unreasonably harassing the tenant, the tenant
31 may obtain injunctive relief to prevent the recurrence of the
32 conduct or terminate the rental agreement. In either case, the
33 tenant may recover actual damages not less than an amount equal
34 to one month's rent to be awarded to the tenant plus attorney
35 fees to be awarded to the tenant's attorney.

1 Sec. 19. Section 562B.32, subsection 2, Code 2011, is
2 amended to read as follows:

3 2. If the landlord acts in violation of subsection 1
4 of this section, the tenant is entitled to the remedies
5 provided in section 562B.24 and has a defense in an action for
6 possession. In an action by or against the tenant, evidence
7 of a complaint within ~~six~~ twelve months prior to the alleged
8 act of retaliation creates a presumption that the landlord's
9 conduct was in retaliation. The presumption does not arise
10 if the tenant made the complaint after notice of termination
11 of the rental agreement. For the purpose of this subsection,
12 "*presumption*" means that the trier of fact must find the
13 existence of the fact presumed unless and until evidence is
14 introduced which would support a finding of its nonexistence.

15 Sec. 20. Section 562B.32, subsection 3, paragraph b, Code
16 2011, is amended to read as follows:

17 b. The tenant is in default of rent ~~three~~ thirty days after
18 rent is due. The maintenance of the action does not release
19 the landlord from liability under section 562B.22, subsection
20 2.

21 Sec. 21. Section 648.3, subsection 1, Code 2011, is amended
22 to read as follows:

23 1. Before action can be brought under any ground specified
24 in section 648.1, except subsection 1, three days' notice to
25 quit must be given to the defendant in writing. However, a
26 landlord who has given a tenant three days' notice to pay rent
27 and has terminated the tenancy as provided in section 562A.27,
28 subsection 2, or who has given a tenant thirty days' notice
29 to pay rent and has terminated the tenancy as provided in
30 section 562B.25, subsection 2, if the tenant is renting the
31 manufactured or mobile home or the land from the landlord, may
32 commence the action without giving a three-day notice to quit.

33 Sec. 22. Section 648.22, Code 2011, is amended to read as
34 follows:

35 **648.22 Judgment — execution — costs.**

1 1. If the defendant is found guilty, judgment shall be
2 entered that the defendant be removed from the premises, and
3 that the plaintiff be put in possession of the premises, and
4 an execution for the defendant's removal within three days
5 from the judgment shall issue accordingly, to which shall be
6 added a clause commanding the officer to collect the costs as
7 in ordinary cases.

8 2. In cases covered by chapter 562B, the order entering
9 judgment shall include information describing the powers and
10 duties of the plaintiff and defendant under section 648.22A in
11 a form and in the manner prescribed by the attorney general.

12 Sec. 23. Section 648.22A, subsection 1, paragraph a, Code
13 2011, is amended to read as follows:

14 a. The plaintiff ~~consents and the plaintiff~~ has complied
15 with the provisions of section 648.6.

16 Sec. 24. Section 648.22A, subsection 7, Code 2011, is
17 amended to read as follows:

18 7. ~~Nothing in this~~ This section shall not prevent the
19 defendant from removing the mobile home or manufactured home
20 prior to the expiration of three days after entry of judgment,
21 after which time a mobile home or manufactured home shall not
22 be removed without the prior payment to the plaintiff of all
23 ~~sums owing at the time of entry of judgment, interest accrued~~
24 ~~on such sums as provided by law, and~~ amounts ordered by the
25 court resulting from a claim for rent or recovery filed in
26 connection with the action under section 648.19, subsection
27 1, and meeting the requirements of section 648.19, subsection
28 3, the per diem rent for that portion of the sixty-day period
29 which has expired prior to removal, and payment of any taxes
30 due on the home which are not abated pursuant to subsection 5.

31 Sec. 25. Section 714.8, subsection 20, Code 2011, is amended
32 to read as follows:

33 20. A contract seller who intentionally provides inaccurate
34 information with regard to any matter required to be disclosed
35 under section 558.70, subsection 1, section 558.72, subsection

1 1, or section 558A.4.

2 Sec. 26. APPLICABILITY. This Act applies to rental
3 agreements and contracts entered into, extended, or renewed on
4 or after July 1, 2011.

5

EXPLANATION

6 This bill relates to manufactured and mobile home landlord
7 and tenant laws, required disclosures during the sale of
8 manufactured and mobile homes, and actions for forcible entry
9 and detainer.

10 The bill increases from \$10 to \$500 the penalty imposed on a
11 manufactured or mobile home retailer who acquires a used mobile
12 home or manufactured home, titled in Iowa, and who does not
13 apply for and obtain a certificate of title from the county
14 treasurer of the manufactured or mobile home retailer's county
15 of residence within 30 days of the date of acquisition.

16 The bill enacts new Code section 558.72, which establishes
17 a required disclosure statement for use in the sale of
18 manufactured homes and mobile homes. The bill provides that
19 prior to the sale of a manufactured or mobile home, the
20 seller shall deliver a written disclosure statement, on a
21 form prescribed by the attorney general, to the purchaser
22 which sets forth information relating to the property tax
23 status and special assessments for the manufactured or
24 mobile home and any real estate that is part of the sale,
25 a description of any mortgages or other liens encumbering
26 or secured by the manufactured or mobile home or the real
27 estate, a schedule for all payments to be made under the sales
28 contract, if applicable, information relating to any balloon
29 payments to be made under the contract, if applicable, and
30 the annual percentage rate of interest to be charged under
31 the sales contract, if applicable. The disclosure statement
32 must also include a statement that the purchaser has a right
33 to seek independent legal counsel concerning the sale and
34 any applicable sales contract, include a statement that the
35 purchaser has a right to receive a true and complete copy of

1 any applicable sales contract after it has been executed by
2 all parties to the contract, include the mailing address of
3 each party to the sale or applicable sales contract, and, if
4 the contract is an installment sales contract and is subject
5 to forfeiture, include a statement that if the purchaser does
6 not comply with the terms of the contract, the purchaser may
7 lose all rights in the manufactured or mobile home, any real
8 estate that is part of the contract, and all sums paid under
9 the contract. The bill requires the seller and purchaser to
10 sign and date the disclosure statement and requires the seller
11 to provide a copy of the disclosure statement immediately
12 following receipt of the purchaser's signature. The bill also
13 provides for specific mailing instructions for certain contract
14 sellers if the sale of the manufactured or mobile home involves
15 an installment sales contract. The bill provides that an
16 installment sales contract purchaser under new Code section
17 558.72 has all applicable rights provided under Code section
18 558.71, relating to installment sales contracts for residential
19 real estate. The bill provides that certain financial
20 institutions, lenders, insurance companies, and licensed
21 real estate brokers are exempt from the disclosure statement
22 requirements. The new disclosure statement requirements do
23 not limit or abridge any duty, requirement, obligation, or
24 liability for disclosure created by any other provision of law,
25 or under a contract between the parties. The bill provides
26 that a violation of new Code section 558.72 is an unlawful
27 practice pursuant to Code section 714.16 (consumer frauds).
28 The bill provides that if the seller of a manufactured
29 or mobile home fails to deliver a certificate of title duly
30 assigned to the purchaser of the manufactured or mobile home
31 or if the seller in an installment sales contract fails to
32 deliver a copy of the seller's certificate of title to the
33 purchaser within 30 days following execution of the contract,
34 the purchaser may within two years of the execution of the
35 contract bring an equitable action to obtain rescission of the

1 contract and recover certain amounts paid to the purchaser.
2 If a purchaser obtains relief, the court is required to award
3 costs of the action to the purchaser and reasonable attorney
4 fees to the purchaser's attorney.

5 The bill amends Code section 103A.55 to include the failure
6 of a manufactured or mobile home retailer, manufactured or
7 mobile home manufacturer, or manufactured or mobile home
8 distributor to provide the purchaser with the disclosure
9 statement in compliance with new Code section 558.72, as
10 grounds to revoke, suspend, or refuse the license of such
11 retailer, manufacturer, or distributor.

12 The bill provides that a contract seller who intentionally
13 provides inaccurate information with regard to any matter
14 required to be disclosed under new Code section 558.72, is
15 guilty of a fraudulent practice. The penalties for the crime
16 of fraudulent practice range from a simple misdemeanor to a
17 class "C" felony.

18 The bill provides that a violation by a landlord of any
19 applicable requirement of division I, II, or IV of Code chapter
20 562B is an unlawful practice pursuant to Code section 714.16
21 (consumer frauds).

22 The bill requires mobile home space rental agreements to be
23 for a term of at least one year.

24 The bill provides that a landlord must have good cause
25 before terminating a mobile home space rental agreement under
26 Code section 562B.10(4) and must provide the tenant 14 days to
27 remedy the violation or noncompliance before terminating the
28 agreement for good cause. The bill defines "good cause" as
29 a violation of Code chapter 562B by the tenant, a legitimate
30 business reason the impact of which is not specific to one
31 tenant, a material violation of the manufactured home community
32 or mobile home park rules or regulations, a change in the use
33 of the land if change in use of the land is included in the
34 rental agreement as a ground for termination, or a material
35 noncompliance with the rental agreement by the tenant.

1 The bill amends a provision relating to the bad-faith
2 retention of a deposit, or a portion of the rental deposit, by
3 a landlord to provide that the landlord is subject to punitive
4 damages of at least \$500, rather than not more than \$200, and
5 to the payment of the tenant's reasonable attorney fees, in
6 addition to actual damages.

7 The bill requires a landlord to, before the rental agreement
8 is executed, provide a copy of the rules or regulations of the
9 manufactured home community or mobile home park and provide a
10 written disclosure statement to the prospective tenant. The
11 written disclosure statement must include an explanation of
12 certain utility rates, charges, and services, an explanation
13 of any fee or amount required to be paid by the tenant to the
14 landlord or to a third party as a condition of the rental
15 agreement, an explanation of certain rights of the tenant under
16 Code chapter 562B, an explanation of statutorily prohibited
17 rental agreement provisions, an explanation of the reasons
18 for which the landlord may withhold amounts from the rental
19 deposit, and explanation of certain duties of the landlord,
20 and an explanation of certain statutorily authorized remedies
21 available to the tenant.

22 The bill prohibits a landlord from acting as an agent for a
23 mobile home owner who is a tenant during the sale of a mobile
24 home.

25 The bill provides that if there is noncompliance with the
26 rental agreement by the landlord or noncompliance with the
27 landlord's duty to maintain the premises materially affecting
28 health and safety, the tenant may deliver written notice to
29 the landlord specifying the acts or omissions constituting the
30 breach and if the breach is not remedied in 14 days, procure
31 items or services to remedy the noncompliance during the period
32 of the landlord's breach and deduct their actual and reasonable
33 cost from the rent.

34 The bill allows a tenant to recover reasonable attorney fees
35 for a landlord's unlawful ouster, exclusion, or diminution

1 of services, and by operation of law, a tenant may recover
2 reasonable attorney fees in an action for retaliation under
3 Code section 562B.32.

4 The bill makes changes to several provisions of Code chapter
5 562B to specify that a tenant's attorney fees, if awarded by a
6 court, are awarded to the tenant's attorney and authorizes the
7 award of court costs and attorney fees in certain actions under
8 Code section 562B.22.

9 Current Code section 562B.25(2) provides that if rent is
10 unpaid when due and the tenant fails to pay rent within three
11 days after written notice by the landlord of nonpayment and
12 of the landlord's intention to terminate the rental agreement
13 if the rent is not paid within that period of time, the
14 landlord may terminate the rental agreement. The bill changes
15 the three-day limitation for payment of rent after written
16 notice by the landlord to 30 days. The bill makes conforming
17 amendments to Code chapter 648 (forcible entry and detainer).
18 The bill makes conforming amendments to Code sections
19 562B.27(1) and 562B.32(3), relating to abandonment of a mobile
20 home and a landlord's action for possession, respectively.

21 Under current law, a mobile home that is determined to be
22 abandoned may not be removed from the mobile home space without
23 a signed written agreement from the landlord showing clearance
24 for removal, and that all debts are paid in full, or an
25 agreement reached with the mobile home owner or other claimant
26 and the landlord. The bill allows removal of an abandoned
27 mobile home by the owner or other claimant without limitation
28 prior to disposal or removal of the mobile home by the landlord
29 under Code chapter 558B (disposal of abandoned mobile homes),
30 unless prohibited under Code chapter 648 (forcible entry and
31 detainer). The bill provides that removal of the mobile home
32 does not affect any claim for amounts due or owing to the
33 landlord, tenant, or other claimant.

34 Current law provides that evidence of a complaint within
35 six months prior to the alleged act of retaliation creates a

1 presumption that the landlord's conduct was in retaliation.

2 The bill changes that period of presumption from six months to
3 12 months.

4 The bill requires the order of judgment in a forcible entry
5 and detainer action covered by Code chapter 562B to include
6 information describing the powers and duties of the plaintiff
7 and defendant specified in Code section 648.22A in a form and
8 in the manner prescribed by the attorney general. Code section
9 648.22A is amended to specify that only those amounts ordered
10 by the court resulting from a claim for rent or recovery filed
11 in connection with the forcible entry and detainer action and
12 considered separately by the court, in addition to certain
13 rents for the period prior to removal and certain taxes, must
14 be paid by the defendant prior to removal of the mobile home
15 after the expiration of three days after the entry of judgment.

16 The bill applies to rental agreements and contracts entered
17 into, extended, or renewed on or after July 1, 2011.